

# **Exhibit 42.1**



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1 predecessors became responsible for that liability associated  
2 with cosmetic talc?

3 A Well, both from the corporate assumption records, the, the,  
4 the records that we've seen in this, in this case and also from  
5 my experience handling the litigation and other various  
6 litigations for the, the JJCI, for JJCI.

7 So based upon that, I've come to the understanding about,  
8 that, that JJCI bore all the liability and expenses for that  
9 litigation.

10 Q I think you mentioned Old JJCI or predecessors were  
11 responsible from the '70s forward, is that right?

12 A That's correct.

13 Q Or some point in the '70s forward.

14 Tell me, were there decisions being made in the late '70s  
15 that, as you understand it, that bear on this?

16 A Well, so we've seen the board resolution from 1978 that  
17 reflects, basically, a, a strategy that was incorporated in the  
18 '70s, which was that the, J&J was trying to decentralize  
19 operations, and, you know, as a part of a growth and innovation  
20 strategy it just made sense, as, as JJI was getting bigger, it  
21 wanted to take the operation --

22 MR. SATTERLEY: Object to lack of foundation. He has  
23 no personal knowledge whatsoever regarding that the intentions  
24 of somebody in 1978 or '79 was doing.

25 THE COURT: Overruled.

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1 BY MR. JONES:

2 Q You may proceed, sir.

3 A So based on my experience and looking at the corporate  
4 documents, you can see that in the '70s there was a, again, a  
5 decentralization strategy which -- where the -- J&J wanted to  
6 become a holding company. And so it wanted its operations,  
7 the, the, the operational aspects put into separate  
8 subsidiaries who would be -- which -- which would take on the  
9 responsibility for products and take, and assume the  
10 liabilities for those products, you know, get all the assets  
11 transferred for those products, and then give an  
12 indemnification to, to J&J. So that's -- throughout the  
13 records, you can see that.

14 Q And let's look at one of those records, sir.

15 I'm going to ask you to view with the Court and, and those  
16 assembled Exhibit 6.

17 MR. JONES: I assume it's LTL's Exhibit 6, your Honor,  
18 but I'm not certain how they're framed. But it certainly is  
19 the Debtor's Exhibit 6.

20 THE COURT: Okay. Go ahead.

21 BY MR. JONES:

22 Q And, sir, have you seen Debtor's Exhibit 6 before?

23 A Yes. This is --

24 THE COURT: Hang on one moment.

25 Let's see if we can't tilt those screens outwardly so

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1 litigation, the talc product liability litigation?

2 A I have.

3 Q And you've described that for his Honor in your

4 declaration, is that fair?

5 A In the declaration and in the informational brief as well.

6 Q And can you generally tell us the arc of that litigation?

7 A Sure.

8 So prior to, I would say, 2013 we had sporadic cases  
9 involving Baby Powder, talc, and those basically related to  
10 talcosis. I think there may have been one mesothelioma case  
11 filed earlier, but, you know, they were sort of sporadic.

12 The, the first big ovarian cancer case was the Berg case,  
13 which was tried in, in 2013 and even though -- what -- the, the  
14 jury in that case found that there was liability, but did not  
15 award any damages and when that verdict hit there was increased  
16 interest by the plaintiffs' bar in, in this issue. The next  
17 point would be the next case that was tried in, in St. Louis,  
18 which, basically, resulted in a \$71 million verdict in, in, in  
19 2017. And after that, there was an explosion of litigation  
20 involving Baby Powder and I think currently or just prior to  
21 the petition I think people have heard that, you know, we've  
22 had about 38,000 ovarian cancer cases, over 450 mesothelioma  
23 cases filed against us. We've had numerous trials, most of  
24 which we have been successful in, but there are the outlier  
25 massive verdicts, one of which I think everyone knows, the

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1 Ingham case, which is about, you know, \$2.2 billion.

2 Our expenses are running at about 10 to \$20 million a month  
3 on, on average.

4 Q And, sir, do you have an estimate -- I think you have it in  
5 your declaration, but if we could share it for the Court to  
6 refresh our recollection.

7 Do you have an estimate of the total indemnity payments  
8 made through the course of the litigation?

9 A Sure.

10 So indemnity, we've paid about 3., I want to say 3.2, \$3.5  
11 billion in, in indemnity. A lot of that, of course, is the,  
12 the Ingham verdict. We also have, in total, about a billion  
13 dollars in, in expenses, most of which came about in the last  
14 five years.

15 Q And, sir, those expenses, both the defense costs and the  
16 indemnity payments to which you referred, how were those  
17 internally booked at Johnson & Johnson or Old JJCI?

18 A They, they've always been booked on the books of, of Old  
19 JJCI.

20 Q And speaking of Old JJCI for a moment, who was the  
21 responsible, who was responsible for medical safety of cosmetic  
22 talc sold by Old JJCI?

23 A The, the responsibility for the safety of a product is, is  
24 always on the operating company who is manufacturing and  
25 selling the product.

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1 Shower on January 1, 1978."

2 Q And that was the date you mentioned right before the break,  
3 is that right?

4 A Correct.

5 Q Thank you, sir.

6 We're going to pull up now Exhibit 66 to have you review it  
7 for a moment.

8 MR. JONES: And Exhibit 66, we're going to blow the  
9 page up so we get the date visible. Thank you.

10 BY MR. JONES:

11 Q Sir, what is Exhibit 66?

12 A Exhibit 66 is a SEC filing. It's a Form 10-K for the year  
13 ended December 30, 1979.

14 Q And that is a Form 10-K for which company, sir?

15 A This is a Form -- for, for Johnson & Johnson, which is the  
16 public, the publicly held company that files securities  
17 filings.

18 Q And I'm going to ask you to refer to a particular page for  
19 me. I think it's Page 7 of the 10-K. It may end with the  
20 Bates Digits 401. There it is.

21 And at the bottom of the page, sir, could you share what  
22 the -- the -- this regulatory document says in the, under the  
23 heading Personal Products Company?

24 A Right. So this is a description of the businesses that has  
25 to be filed with the SEC. Under Personal Products Company, it

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1 says, "The field of interest of this subsidiary is primarily  
2 products for feminine hygiene. Among its principal products  
3 are MODESS, Stayfree, and Sure & Natural brands of sanitary  
4 napkins and Carefree Panty Shields, a brand of feminine  
5 protective pads. Other products include Coets brand cosmetic  
6 squares and Shower to Shower brand body powder."

7 Q Thank you, sir.

8 One more and that's the next exhibit in order, which is  
9 Exhibit 67.

10 And do you -- have you seen Exhibit 67 before?

11 A I have.

12 Q And what is Exhibit 67?

13 A It's a -- this is the 1986 Annual Report, again filed by  
14 Johnson & Johnson as part of its securities filings.

15 Q And it -- it -- you mentioned some dates. I think you  
16 mentioned 1987 --

17 A Uh-huh (indicating an affirmative response).

18 Q -- but this is contemporaneous?

19 A This is contemp -- so again, the 1986 Annual Report would  
20 be for the period ending 1986, but the document is prepared  
21 sometime after, usually in the first quarter of 1987, yeah.

22 Q Thank you, sir.

23 We're going to ask --

24 A Yeah.

25 Q -- you to look at just one page of this document as well



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1 A I did.

2 Q And notwithstanding clarifications like that, can you share  
3 for us how plaintiffs generally pursue these claims in the  
4 underlying tort litigation?

5 A So generally, these are unitary claims. The central  
6 allegation is that a Johnson & Johnson product, you know,  
7 produced by one of the Johnson & Johnson companies causes, is,  
8 is defective and it causes cancer in a plaintiff. So it's,  
9 generally, it's always -- it's the same -- for every, every  
10 case, it's the same product, the same defect, and the same  
11 injury that's claimed.

12 So essentially, you know, they don't -- it's not  
13 differentiated between when Johnson & Johnson sold talc in the,  
14 you know, pre-'87. It's not differentiated between Shower to  
15 Shower or, or Johnson's Baby Powder. You know, the -- the --  
16 all the claims sort of run a, a, a timeline. So every exposure  
17 to a Johnson & Johnson product was defective and it caused  
18 cancer.

19 Q That's the allegation?

20 A That is the allegation.

21 Q Let me ask you to look at an exhibit with me and that's  
22 Exhibit 20.

23 A And are you familiar with this pleading, your Honor --  
24 Mr. Kim?

25 A Yes, I am.

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1 Q What is this pleading?

2 A This is the, the Master Complaint in the MDL cases.

3 Q And the MDL cases are cases we've heard about --

4 A Right.

5 Q -- in this proceeding.

6 Could you just generally describe for his Honor what the

7 MDL proceeding is?

8 A Sure.

9 So under the Federal Rules the MDL Panel at the request of  
10 parties puts together all claims that are, are similar -- and  
11 it's basically defined by the order -- into a single court for  
12 pre-trial purposes. And so what happens for pre-trial  
13 proceedings is often, because there might be more claims that  
14 are filed as the MDL is proceeding, there is a master complaint  
15 form to make it uniform, make it easier for plaintiffs to  
16 actually file a complaint. And, and for defendants, we don't  
17 have to deal with answering all different types of complaints.

18 So this is the, the master long-form complaint that's used  
19 when, when an MDL plaintiff is bringing a claim.

20 Q All right. And, and we talked about a significant volume  
21 of claims at issue in that MDL, is that right?

22 A I think there's now 35,000 claims in the MDL.

23 Q Thank you, sir.

24 Let's, ask, let's ask you to review just a couple

25 paragraphs from this master complaint with me. First, the

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1 unnumbered Paragraph 2 at the bottom of the page.

2 MR. JONES: If we could blow that up.

3 THE WITNESS: Uh-huh (indicating an affirmative

4 response).

5 BY MR. JONES:

6 Q You see here the language that starts with, "The Second

7 Amended Complaint"?

8 A I do.

9 Q I'd like you to look at the, what looks to be the third  
10 sentence, "Plaintiffs make the following allegations." Can you

11 read that for us --

12 A Yes.

13 Q -- as it rolls?

14 A (Reading):

15 "Plaintiffs make the following allegation based upon their  
16 personal knowledge and upon" --

17 Q Now we're going to go up to the top of the next page and  
18 you may continue.

19 A All right. (Reading):

20 -- "information and belief as well as upon their attorneys'  
21 investigative efforts regarding defendants' talcum-powder  
22 containing products known as Johnson's Baby Powder and Shower  
23 to Shower, hereinafter together or individually 'the  
24 Products.'"

25 So basically, in these complaints they've now clumped

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1 together Johnson's Baby Powder and Shower to Shower and treat  
2 them for the purposes of the complaint as, as the same product,  
3 "the Products."

4 Q Thank you, Mr. Kim.

5 I'm going to ask you to look at numbered Paragraph 2, which  
6 should be fairly soon after the one you just read to us. And  
7 we're calling that out for you now.

8 Do you see that?

9 A Yeah.

10 So again, this is -- so I'll read it:

11 "Plaintiffs were diagnosed with various forms of cancer of  
12 the female reproductive system, including epithelial ovarian  
13 cancer, fallopian tube cancer, and primary peritoneal cancer,  
14 which were directly and proximately caused by their regular and  
15 prolonged exposure to talcum powder contained in the Products."

16 So basically, it's just saying that, again, it's the same  
17 products, the same, the same defect, alleged defect, and, and  
18 the same injury. So this is, basically -- everyone is alleging  
19 that prolonged use of the products. And again, when it's  
20 prolonged use, this is from, from the day that they used it to  
21 the end. So it would encompass pre-'87, post-'87, that, that  
22 whole period of time. Use of that product because it was  
23 defective caused the cancers.

24 Q Thank you, Mr. Kim.

25 I'm going to ask you to look at one, one more paragraph

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1 from this complaint, Paragraph 8.

2 Mr. Kim, you just used the, the date 1987, did you mean  
3 that?

4 A I'm sorry. I keep, I keep reversing this. 1979.

5 Q Thank you, sir.

6 I'm now looking at Paragraph 8.

7 A Yeah.

8 Q And you are, too, I hope. Are you with me?

9 A Yeah, I am.

10 Q Could you tell us what Paragraph 8 says for the record?

11 A It says:

12 "The defendant, Johnson & Johnson Consumer Inc., in and has  
13 been at all relevant times a wholly owned subsidiary of  
14 defendant, Johnson & Johnson, under the complete dominion of  
15 and control of defendant, Johnson & Johnson. Hereinafter,  
16 unless otherwise delineated, these two entities shall be  
17 referred to as 'the Johnson & Johnson Defendants.'"

18 Again, what this paragraph does is basically state that,  
19 that they're going to treat Johnson & Johnson and Johnson &  
20 Johnson Consumer Company as the same entity because their,  
21 their theory is that throughout this whole period of time, you  
22 know, they acted, they're, they're one company and, and, and,  
23 and all, the actions of all those contributed to the defect  
24 and, you know, the same, same defect and the same injury.

25 Q What about harm and damages?

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1 A I meant to say injury -- harm. It's harm.

2 Q Thank you, sir.

3 A Yeah.

4 Q And that's been the case for as long as you've been  
5 involved in the talc litigation?

6 A Every, every case has this as the core element, whether  
7 you're talking about -- yeah. Any -- any -- any -- any theory  
8 that you may have, at the end of the day it comes down to they  
9 believe that a, a product that JJCI's responsible for caused,  
10 was defective, either itself or because it includes asbestos,  
11 and caused cancer.

12 Q And has -- have you become aware of the post-hearing  
13 conduct of the plaintiffs or claimants, that is, post our last  
14 TRO hearing, the conduct after that time? Have you become  
15 aware of any claiming activity on the part of plaintiffs since  
16 that date?

17 A Since, since that time we've had, I think around 200  
18 complaints have been filed. Most of them, again, continue to,  
19 to allege the same things, but with the same defendants,  
20 Johnson & Johnson and Johnson & Johnson Consumer Inc.

21 Q Anything different from be, from before?

22 A In those complaints, no. There, there have been some  
23 complaints that have tried to what I could consider under,  
24 undermine this, this bankruptcy by trying to plead around the  
25 ruling of this Court that, that cases against JJCI are stayed.

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1 to do is say that it's the misrepresentation that caused the  
2 harm, but, but clearly, the, the harm that's being alleged is  
3 that the product was defective and caused cancer. So simply by  
4 saying that the misrepresentation was there does, doesn't  
5 change the underlying true allegation here.

6 MR. JONES: And just skipping back to the very first  
7 page of the exhibit, Patrick.

8 BY MR. JONES:

9 Q I just want to have, have you again confirm for the Court  
10 the filing date at the top of the page, or the service date,  
11 anyway.

12 A This is -- eService by, on October 25, 2021.

13 Q Thank you, sir.

14 I'm going to ask you to share with us just one more post-  
15 TRO hearing event and that involves -- actually, a couple --  
16 but they involve two cases, first one in South Carolina.

17 Are you familiar with the Hood case, sir?

18 A I am.

19 Q And I'm going to pull up Exhibit 27.

20 And ask -- and is this a transcript of proceedings in that  
21 case, sir --

22 A Yes.

23 Q -- that, that you have reviewed?

24 A I have.

25 Q And what's the date of that transcript of proceedings, do

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1 we have it on there?

2 A I don't see it on there, but this was recent.

3 Q There it is.

4 A Yeah. October 28th.

5 Q So this is October 28, 2021 in Columbia, South Carolina, is  
6 that right?

7 A Yeah. That is correct.

8 Q So we're going to ask you to look with us at Page 58, Line  
9 5, of the transcript and through Page 58, Line 14 of the  
10 transcript and ask you to read what the court on a disputed  
11 motion shared with the parties, Johnson & Johnson --

12 A Right.

13 Q -- and others in this proceeding.

14 A So this is a pre-trial hearing. We had come in and moved  
15 that because of the Judge's rule, the Judge's ruling here that,  
16 you know, things, that the trial should be limited in some way  
17 because Old JJCI was, could no longer be a defendant. And  
18 basically, what the court said was, "I tell you one thing,  
19 Mr. Bernardo. If you think anybody in any" --

20 Q Let me stop you there.

21 Who is Mr. Bernardo?

22 A Oh, Mr. Bernardo is our, one, one of our attorneys from  
23 Skadden.

24 Q All right.

25 A (Reading):



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1 "I tell you one thing, Mr. Bernardo. If you think anybody  
2 in any of these cases is going to allow the stay against  
3 liability on behalf of Old Johnson & Johnson Consumer Inc. to  
4 somehow affect the evidence that is going to be received,  
5 whether that evidence was from Johnson & Johnson, Old Johnson &  
6 Johnson, or New Johnson & Johnson, that is a very different  
7 kettle of fish and I can tell you right now that is not going  
8 to happen in this case, as far as I'm concerned."

9 Q Thank you, Mr. Kim.

10 And have you -- are you aware of developments in the  
11 Vanklive trial about which we heard when we were last together?

12 A Yeah.

13 So a, a similar thing happened in the Vanklive case, which,  
14 which we talked about last week. Right after the hearing in  
15 this case, there was a subsequent hearing in Vanklive where we  
16 moved the court and on, on the basis that now that Old JJCI is  
17 no longer in the case and the case should only be continuing  
18 against Johnson & Johnson, that the evidence had to be  
19 curtailed because, you know, evidence was brought into the case  
20 against -- against -- without distinguishing who the evidence  
21 was against, you know. Of course, the time frames would be  
22 different if you're relying on, on, only on Johnson & Johnson  
23 and the court basically, similar to this court, said, that's  
24 not going to happen. Denied our motions to, to modify any of  
25 the evidence or for jury instructions and the case is

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1 continuing as if nothing ever happened.

2 Q Mr. Kim, do you have a view, having had to hear about and  
3 address these matters, about how this conduct, if it continues,  
4 will affect this proceeding?

5 A If plaintiffs' counsel are allowed to go around this  
6 bankruptcy by just not naming LTL but having the same conduct  
7 that LTL is responsible for be, be litigated, it creates an  
8 impossible situation where there's going to be rulings, there's  
9 going to be *res judicata* effect. LTL is going to have to get  
10 involved in, in these proceedings and having a dual track where  
11 the same claims involving the same plaintiff, involving the  
12 same injuries are ruled already or simultaneously in another  
13 court would make it impossible for, for us to, to effect the  
14 purpose of this bankruptcy, which is try to get an equitable  
15 and efficient resolution to these talc claims. It would just  
16 make it impossible if, if we had to at the same time litigate  
17 the same issues in, in, in different jurisdictions across the  
18 country.

19 Q Mr. Kim, do you have a view of the burden this would,  
20 financial or otherwise, would continue?

21 A Again, I think -- I, I know that the number of cases we  
22 have, you know, I noted some of the outlier verdicts. There is  
23 no company in the, in the world that could withstand a  
24 sustained onslaught like the talc cases. It would just -- it's  
25 -- it's just overly burdensome. It -- it -- no company could,

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1 could survive and take on this type of, of litigation.

2 Q Thank you, Mr. Kim.

3 As a part of your duties that you referred to at the outset  
4 of your testimony, have you had to become familiar with  
5 insurance coverage in connection with the underlying talc, talc  
6 litigation?

7 A Yeah. I, I'm actually responsible for insurance litigation  
8 for the Enterprise.

9 Q And can you share with us briefly the extent to which the  
10 company has sought insurance coverage in connection with these  
11 underlying claims?

12 A So we've put all the insurers that we are aware of on, on  
13 notice of these claims and made, and made a claim against the  
14 policies for, for all the talc litigation.

15 Q And in connection with your work in that regard, have you  
16 had to become generally familiar with the, with the terms of  
17 the policies?

18 A I, I have, both, both in, in this case and also -- again, I  
19 handle insurance coverage for the Enterprise. So I've been  
20 involved in insurance coverage litigation since I've been at  
21 J&J and reviewed many of these policies before.

22 Q So I'm going to pull one up for you as an example, Mr. Kim.  
23 I believe you're going to tell me that it is an example,  
24 Exhibit 11.

25 MR. JONES: And we're going to make that a little

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1 larger for all concerned.

2 BY MR. JONES:

3 Q I'm going to ask you if this is an insurance policy with

4 which you have any familiarity?

5 A Yes. This is one of the policies that we put, that we are

6 seeking coverage for in the, in the talc litigation.

7 Q Who is the, this agreement with, sir?

8 A This agreement is with the Aetna Casualty & Surety Company.

9 Q And it -- and this agreement is insuring whom?

10 A In this agreement it's -- the -- in this paragraph it names

11 Johnson & Johnson, but there is a separate endorsement that

12 basically -- like all our policies, we -- we don't -- we want

13 coverage not only for Johnson & Johnson, but for all

14 subsidiaries and affiliates.

15 So there should be a separate page that basically says that

16 all named, named insureds includes all subsidiaries and

17 affiliates.

18 MR. JONES: Let's scroll down for that.

19 UNIDENTIFIED SPEAKER: The next page.

20 THE WITNESS: No.

21 MR. JONES: Next page. Very last page. We'll get

22 there.

23 THE WITNESS: It should be one in there, yeah. It's

24 general -- Named Insured. There it is.

25 BY MR. JONES:

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1 Q So there's the named insureds clause, sir, am I right?

2 A Yes. This is -- this is --

3 Q Could you please share that with the Court?

4 A It says:

5 "Named insured, Johnson & Johnson, and any affiliated,  
6 associated, or subsidiary company in any tier as now or  
7 hereafter may be formed, acquired, or constituted or any other  
8 company over which Johnson & Johnson has or acquires active  
9 control or management so long as Johnson & Johnson or such  
10 affiliated, associated, or subsidiary company or any  
11 combination thereof owns in excess of 50 percent of the stock  
12 of such company."

13 So basically, we've negotiated this clause so that any  
14 affiliate, subsidiary, even one that we acquire post, post  
15 insurance coverage date all become a named insured. So this is  
16 just sort of a, making sure that everything that's in the  
17 Johnson & Johnson family is a named insured.

18 Q And I'm going to ask you just back at the first page for a  
19 minute and in one particular -- upper left-hand corner portion  
20 of the document to see -- do you see the, anything that  
21 addresses limits?

22 A Yeah.

23 So there are two limits of liability. One is an occurrence  
24 limit and one is the annual aggregate.

25 So basically, the annual aggregate means that this policy

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1 has a \$10 million limit, regardless of who claims under the  
2 policy so that, for example, in our situation if J&J makes a  
3 claim under the policy, then that erodes the annual aggregate  
4 leaving less money for JJCI to claim under the policy.

5 Q And is this, is this the same erosion clause or aggregate  
6 limits clause would be in your other policies?

7 A All our policies have aggregate limits.

8 So, you know, the -- the -- the amounts may differ, but  
9 they all contain an aggregate limit so that, there's only so  
10 much money each policy will pay, regardless of who takes it out  
11 first. And, and that's just the way the insurance, insurance  
12 works.

13 Q So let's ask you to look at Exhibit 12 for me.

14 Are you there?

15 A Yes.

16 Q And what is Exhibit 12, sir?

17 A This is called a dec page. This is the beginning pages of  
18 the Home insurance policy that we have.

19 Q And does it, itself, have an aggregate limit?

20 A It, it does. And you can see --

21 Q And --

22 A -- limit in the aggregate for each and on period,  
23 \$11,500,000.

24 So again, that means that that's the most this policy is  
25 going to pay. If one of the subsidiaries takes from this pot,

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1 that pot gets diminished for everyone else.

2 Q And I'm going to ask you, since you mentioned subsidiaries,  
3 to look at the very next page in the left-hand margin under the  
4 head, under the heading Named Insured.

5 A Yes.

6 Q Can you read that out for us, sir? It's just under, "The  
7 policy" --

8 A Yeah.

9 Q -- "is subject to the following definitions, Named  
10 Insured." There it is.

11 A (Reading):

12 "Named Insured. As stated in Item 1 of the declarations  
13 forming a part hereof and" -- so it's Named Insured as stated  
14 in Item 1 -- "and/or subsidiary, associated, affiliated  
15 companies, or owned and controlled companies as now or  
16 hereafter constituted and of which prompt notice has been given  
17 to the company, hereinafter called the Named Insured."

18 Again, this is a, this is the standard way to say that all  
19 affiliates, subsidiaries are, are, are also are named insured  
20 under the policy and have rights under the policy.

21 Q And the named insured here was Johnson & Johnson?

22 A I believe it was. We can just look back there. But --

23 MR. JONES: The first page.

24 THE WITNESS: -- again, this would cover, cover Old  
25 JJCI and, and now LTL.

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1 BY MR. JONES:

2 Q And the date of this policy, sir?

3 A Yeah. It's -- looks like --

4 Q From the, From line, about --

5 A 3/28/74. This -- yeah. The From line is, that's the  
6 period of coverage.

7 So the, the policy is dated 3/28/74 and it covers the  
8 period from January 1, 1974 to January 1, 1977.

9 Q Thank you, sir.

10 And have you reviewed the other policies that would be  
11 subject to coverage for either LTL or Johnson & Johnson --

12 A I --

13 Q -- and/or --

14 A I believe I've reviewed most of them. I can't say I've  
15 seen every single one of them, but I've been advised that, what  
16 they, what they contain.

17 Q And I'm going to ask you to look at Exhibit 8 for me.

18 Have you seen Exhibit 8 before today?

19 A Yes.

20 Q What is Exhibit 8?

21 A So this is a summary chart of all our insurance coverage.

22 Q And it includes columns for what items?

23 A You'd have to go back.

24 So it's the insurance company, policy number, the policy  
25 period, the per occurrence limit, the aggregate limit, and then



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1 what the Bates number is and, and then insured. Oh, it says  
2 J&J, insured. So it does, does, you know, does include J&J as  
3 an insured.

4 Q And the answers for that, that column are all?

5 A Yes. Yes.

6 Q What -- are all yeses?

7 A Yes.

8 Q Okay.

9 A They're all yeses.

10 Q Thank you, sir.

11 Does this fairly and accurately, to the best of your  
12 ability to, to make it so, reflect the, the coverage facts set  
13 forth within it?

14 A It does.

15 Q Thank you, sir.

16 I'm going to ask you now to switch topics with me  
17 moderately, not entirely. And that is to talk a little bit  
18 about the role of retailers in the litigation.

19 A Okay.

20 Q And do you have an understanding of the role of retailers  
21 in the underlying cosmetic talc litigation brought against  
22 either Johnson & Johnson or other affiliates?

23 A Yes.

24 So retailers are, are routinely sued for the mere fact that  
25 they sold our product to an individual plaintiff. The, the

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1 reason that, that they're sued is generally because adding a  
2 retailer defeats diversity jurisdiction. And so if a plaintiff  
3 wants to stay in state court, then they would routinely add the  
4 retailer who has the same state of residence as the plaintiff  
5 and then makes it impossible to, to remove on diversity  
6 grounds.

7 Q And speaking of routine, what, what routinely occurs when a  
8 retailer is added as a defendant to the litigation?

9 A Generally, the retailers are, are added. There may be some  
10 discovery that's done on them, primarily for records. And we  
11 actually do a lot of discovery on, on what records they keep of  
12 the purchases, but then, generally, by the time the trial comes  
13 along, they are dismissed. No pay.

14 Q Do the retailers ask anything of any of the Johnson &  
15 Johnson affiliated defendants in the litigation?

16 A So as soon as a retailer is sued, if they're sued for the  
17 sale of our product, then they'll come to, to, to us and they  
18 will tender the defense and seek indemnity.

19 Q And I'm going to ask you to look at Exhibit 15 with me and  
20 ask you to tell me what Exhibit 15 is by turning to the second  
21 page of the exhibit.

22 A Yeah.

23 Q Have, have you seen this agreement before, sir?

24 A I, I have.

25 Q What is it?